

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

CHAPTER 7 CASE

Jeremy J. Lamere

CASE NO. 04-35108 DDO

Debtor.

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY**

TO: The Debtor, Jeremy J. Lamere, Debtor's Attorney, April M. Little, Trustee, Mary Jo A. Jensen-Carter, U.S. Trustee and other interested parties as shown on the attached service list.

1. Green Tree Loan Company f/k/a Conseco Finance Loan Company a/f/k/a Conseco Finance Servicing Corporation (hereinafter "Green Tree"), by its undersigned attorney, moves the court for the relief requested below and gives notice of hearing herewith.

2. The court will hold a hearing on this motion October 13, 2004 at 9:30 a.m. or as soon thereafter as counsel can be heard, before the Honorable Dennis D. O'Brien in Courtroom No. 228A at the U.S. Bankruptcy Court, U.S. Courthouse, 316 N. Robert St., St. Paul, MN 55101.

3. Any response to this motion must be filed and delivered not later October 7, 2004, which is three (3) days before the time set for the hearing (excluding Saturdays, Sundays of holidays) or filed and served by mail not later than October 1, 2004, which is seven (7) days before the time set for the hearing. **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. Sections 157 and 1334, Fed. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The Petition commencing this Chapter 7 case was filed on August 31, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. 362 and Bankruptcy Rule 4001. This motion is filed under Bankruptcy Rule 9014 and Local Rules 9013-1 through 9013-3. Movant requests relief with respect to property subject to Green Tree's valid security interest.

6. The Movant hereby requests that the Court waive the ten-day stay period provided for by Bankruptcy Rule 4001(a)(3).

7. That Green Tree is entitled to lift the stay and seek the immediate possession of certain personal property that is described as follows:

1998, Schult 16' x 76' manufactured Home, serial number R280148, including but not limited to stove, refrigerator, washer, dryer, air conditioner and dishwasher.

8. That cause exists, including lack of adequate protection of the interest of Green Tree in the subject property, entitling Green Tree to relief from stay.

9. That the Debtor has no equity in the property and the property is not necessary to an effective reorganization.

10. Green Tree desires to protect its interest in the aforementioned property and requests the court to vacate the stay of actions and allow repossession pursuant to Minnesota Statutes.

11. The Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.

WHEREFORE, Green Tree, by its undersigned attorney, moves the court for an order for judgment that the automatic stay provided by 11 U.S.C. Sec. 362(a) and be terminated so to permit the movant to enforce its interest in the mobile home under applicable Minnesota law and for such other relief as may be just and equitable.

Dated this 23<sup>rd</sup> day of September, 2004.

STEPHENSON & SANFORD PLC

By: /e/ James A. Sanford  
James A. Sanford  
Attorney ID # 0177970  
Attorneys for Secured Creditor  
Suite 220  
1905 East Wayzata Blvd.  
Wayzata, MN 55391  
(952) 404-2100

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

CHAPTER 7 CASE

Jeremy J. Lamere

CASE NO. 04-35108 DDO

Debtor.

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**MEMORANDUM IN SUPPORT OF MOTION  
FOR RELIEF FROM AUTOMATIC STAY**

**FACTS**

On or about February 6, 2001, the Debtor, Jeremy J. Lamere, executed a Manufactured Home Retail Installment Contract and Security Agreement with Cedar Creek Properties, Inc. for the purchase of a 1998, Schult 16' x 76' manufactured Home, serial number R280148, including but not limited to stove, refrigerator, washer, dryer, air conditioner and dishwasher. The Seller's interest in the above-described contract was assigned to the movant, Green Tree Loan Company f/k/a Conseco Finance Loan Company a/f/k/a Conseco Finance Servicing Corporation ("Green Tree"). The contract provides that the failure to remit the monthly payment is a condition of default, the occurrence of which gives Green Tree the right to accelerate the contract and repossess the property.

On or about August 31, 2004, Debtor filed for relief under Chapter 7 of Title 11, U.S. Code. Debtor is currently in default for the monthly payments for June (\$455.02), July (\$455.02), August (\$455.02) and September (\$455.02) 2004 plus \$613.14 in insurance and/or other contractual charges and \$15.00 in late charges. The total default under the contract is \$2,448.22. Debtor has failed to reaffirm the debt. The market value of the mobile home is approximately \$24,000.00. As of September 9, 2004, the net balance due on the contract is \$41,598.64.

**LAW**

**I. CAUSE EXISTS FOR THE GRANTING OF RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. SECTION 362(d)(1) WHERE THE INTEREST OF THIS SECURED CREDITOR IS NOT ADEQUATELY PROTECTED.**

On request of a party in interest and after notice and hearing the court shall grant relief from the stay for cause, including the lack of adequate protection of an interest in the property of such party in interest. 11 U.S.C. 362(d)(1). Pursuant to 11 U.S.C. Section 362(g) the burden is on the Debtor to prove the absence of cause and/or adequate protection. This secured creditor's interest in the property is not adequately protected where:

1. Debtor filed Chapter 7 Bankruptcy on or about August 31, 2004.
2. The Debtor is delinquent for monthly contract installment payments for the months of June (\$455.02), July (\$455.02), August (\$455.02) and September (\$455.02) 2004 plus \$613.14 in insurance and/or other contractual charges and \$15.00 in late charges totaling \$2,448.22.
3. The Debtor has failed to reaffirm the debt with Green Tree.
4. The mobile home continues to depreciate in value.
5. The Debtor has failed to make any offer of adequate protection.

Accordingly, Green Tree is entitled to relief from the stay by reason of lack of adequate protection of its interest in the mobile home.

II. THE AUTOMATIC STAY SHOULD BE MODIFIED PURSUANT TO 11 U.S.C. SECTION 362(d)(2) WHERE (1) THE DEBTOR DOES NOT HAVE ANY EQUITY IN THE PROPERTY, AND (2) THE PROPERTY IS NOT NECESSARY TO AN EFFECTIVE REORGANIZATION.

The first requirement under Section 362(d)(2) is met where the total of all the encumbrances against the property is in excess of the value of the property. The current N.A.D.A. valuation of the property is approximately \$24,000.00. It is subject to Secured Creditor's interest in a net amount of \$41,598.64.

#### CONCLUSION

The Secured Creditor is entitled to relief from the automatic stay pursuant to 11 U.S.C. Section 362(d)(1) for cause, and where its interest in the secured property is not adequately protected. The Secured Creditor is also entitled to relief from the automatic stay pursuant to 11 U.S.C. Section 362(d)(2) where the Debtor has no equity in the property, and where the property is not necessary to an effective reorganization.

The Secured Creditor has met its burden as discussed above and respectfully requests an order of this Court modifying the automatic stay consistent with the attached proposed Order.

Dated this 23rd day of September, 2004.


STEPHENSON & SANFORD PLC

By: /e/ James A. Sanford  
James A. Sanford  
Attorney ID # 0177970  
Attorneys for Secured Creditor  
Suite 220  
1905 East Wayzata Blvd.  
Wayzata, MN 55391  
(952) 404-2100

VERIFICATION

I, Tina Gaikowski, the bankruptcy administrator of Green Tree Loan Company f/k/a Conseco Finance Loan Company a/f/k/a Conseco Finance Servicing Corporation named in the foregoing notice of hearing and motion, declare under penalty of perjury the that foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on: 9-15-07

Signed:   
Tina Gaikowski

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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CHAPTER 7 CASE

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CASE NO. 04-35108 DDO

Debtor.

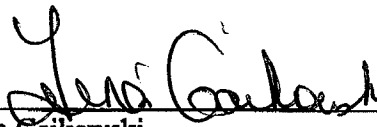
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**AFFIDAVIT OF TINA GAIKOWSKI**

Tina Gaikowski, being first duly sworn on oath deposes and states:

1. That Affiant is the Bankruptcy Administrator for Green Tree Loan Company f/k/a Consecro Finance Loan Company a/f/k/a Consecro Finance Servicing Corporation ("Green Tree").
2. That Affiant has reviewed the account records relating to Jeremy J. Lamere and the Manufactured Home Retail Installment Contract and Security Agreement loan account.
3. That on or about February 6, 2001, the Debtor executed a Manufactured Home Retail Installment Contract and Security Agreement with Cedar Creek Properties, Inc. for a 1998, Schult 16' x 76' manufactured Home, serial number R280148, including but not limited to stove, refrigerator, washer, dryer, air conditioner and dishwasher, which is attached hereto as **Exhibit A**.
4. That Seller's interest in the aforementioned Manufactured Home Retail Installment Contract and Security Agreement was assigned to Claimant, Green Tree. A true and correct copy of the Confirmation of Lien Perfection is attached hereto as **Exhibit B**.
5. That said Manufactured Home Retail Installment Contract and Security Agreement provides that failure to remit the monthly payment is a condition of default, the occurrence of which gives Green Tree the right to accelerate the contract and repossess the property.
6. That Debtor failed to maintain monthly payments under said contract.
7. That the Debtor defaulted by virtue of Debtor's failure to remit the monthly payments for June (\$455.02), July (\$455.02), August (\$455.02) and September (\$455.02) 2004 plus \$613.14 in insurance and/or other contractual charges and \$15.00 in late charges. The total default is \$2,448.22.
8. That the approximate N.A.D.A. market value of said collateral is \$24,000.00.

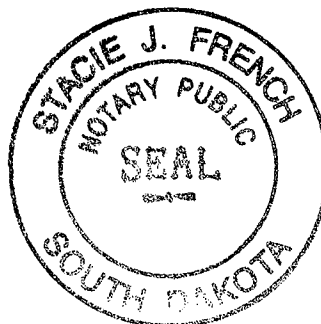
9. That as of September 9, 2004, the net balance due on the contract is \$41,598.64.
10. That cause exists, including lack of adequate protection, as evidenced by the failure to pay under the contract, of the interest of Green Tree in the subject property, entitling Green Tree to relief from stay from Debtor, Jeremy J. Lamere.
11. That the last known address of Debtor is as follows:
- 677 Mill Street  
Excelsior, MN 55331.
12. That Green Tree believed and still believes that the aforementioned address was and still is the present residence of Debtor because Debtor had previously advised Green Tree of the same and because Green Tree has communicated with Debtor at said address and has no reason to believe that the Debtor no longer resides there.
13. That Debtor has no equity in the property and the property is not necessary to an effective reorganization.
14. Green Tree desires to protect its interest in the aforementioned property and requests the court to vacate the stay of actions and allow repossession pursuant to Minnesota Statutes.
15. The Secured Creditor has incurred and will incur legal fees and costs to protect and enforce its rights in the subject property.
16. This affidavit is given in support of the motion of Green Tree, for relief from the automatic stay.

  
Tina Gaikowski

Subscribed and sworn to before me  
this 15 day of Sept, 2004.

  
Notary Public

MY COMMISSION EXPIRES 1/31/10



©Green Tree Financial Corporation, 1997, 1999.

GT-10-24-101 (6/99) MH-RIC

MINNESOTA

**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT  
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**Date February 6, 2001BUYER: LAMERE, JEREMY J., 3 VALLEY GREEN PARK, VALLEY GREEN, JORDAN, MN 55352 DISBURSEMENT DATE: 2/09/01  
ACCOUNT # 30330395SELLER: CEDAR CREEK PROPERTIES, INC., 9001 E. BLOOMINGTON FREE #151, BLOOMINGTON, MN 55420

ASSIGNEE: CONSECO FINANCE LOAN COMPANY, 1155 CENTRE POINT DRIVE SUITE 7, MINNETONKA HEIGHTS, MN 55120

**FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES**

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of
16.50 %	\$ 130957.20	\$ 32850.00	\$ 163807.20	\$ 3650.00
				\$ 167457.20

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
360	455.02	Monthly beginning <u>March 10<sup>th</sup>, 2001</u>

SECURITY: I am giving a security interest in:

XX The goods or property being purchased. N/A Other (Describe): N/A

FILING FEES: \$ .00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$5.00 or 5.0% of the unpaid amount of the installment, whichever is less.

PREPAYMENT: If I pay off early, I N/A may XX will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms.  
See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.**ITEMIZATION OF THE AMOUNT FINANCED**

1. Cash Sale Price (including Taxes of)	\$ .00	\$ 36500.00
2. Gross Trade-In	\$ .00	
Less Amount Owed on Trade-In	\$ .00	
Net Trade-In	\$ .00	
Description: Make		
Year 0000	Size 00 X 00	
3. Cash Down Payment	\$ 3650.00	
4. Total Down Payment	- \$ 3650.00	
5. Unpaid Balance of Cash Sale Price (1 - 4)	+ \$ 32850.00	
6. Paid to Public Officials	+ \$ .00	
7. Paid to Insurance Companies	+ \$ .00	
8. Paid to Appraiser	+ \$ .00	
9. a. Paid to	+ \$ .00	
b. Paid to	+ \$ .00	
c. Paid to	+ \$ .00	
d. Paid to	+ \$ .00	
e. Paid to	+ \$ .00	
f. Paid to	+ \$ .00	
g. Paid to	+ \$ .00	
10. Principal Balance (5 + 6 + 7 + 8 + 9 a.-g.)	+ \$ 32850.00	
11. Prepaid Finance Charges	- \$ .00	
12. Amount Financed (10 - 11)	\$ 32850.00	

**PHYSICAL DAMAGE INSURANCE**

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

\$ .00 for insurance protection for a term of 00 years

N/A Comprehensive (\$ .00 deductible)

N/A Flood

N/A Liability

N/A Other

N/A Vendor's Single Interest

**OPTIONAL CREDIT LIFE  
AND DISABILITY INSURANCE**

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

N/A Single Credit Life Insurance \$ .00

N/A Joint Credit Life Insurance \$ .00

N/A Single Credit Disability Insurance \$ .00

Total \$ .00

X

Signature of Buyer(s) Insured

Date

**CONTRACT AND SECURITY AGREEMENT**

1. DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller). The "parties" means the Buyer and Seller, together. "Manufactured Home" means the manufactured home and any other property described on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

EXHIBIT

A

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Green Tree Financial Corporation, 1987, 1999.

NEW OR USED	YEAR AND MAKE		Manufactured Home	MODEL	SERIAL NUMBER	LANE# - 5480598
U	1998 SCHULT				R280148	SIZE
	X Stove	X Refrigerator	X Washer	X Dryer	X Air Conditioner	16 X 76
Other (Describe)	DISHWASHER					

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.
3. **SECURITY INTEREST:** I give you a security interest under the applicable certificate of title law or Uniform Commercial Code in the Manufactured Home and any property added or attached to it, to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in proceeds and premium refunds of any insurance and service contracts purchased with this Contract. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. To the extent, if any, that any Contract (whether or not accompanied by any one or more original) constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction) no security interest in any Contract may be created in any document(s) other than the original.
4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.
5. **NSF FEE:** If any payment instrument which I submit to you is returned unpaid for any reason, I will pay you a fee of \$20.00

6. **PREPAYMENT:** I MAY PREPAY THIS LOAN IN WHOLE OR IN PART AT ANY TIME. I WILL NOT PAY A PENALTY UPON PREPAYMENT UNLESS OTHERWISE STATED IN THE NEXT SENTENCE. IF I PREPAY IN FULL WITHIN N/A MONTHS OF THE DATE OF THIS NOTE, I WILL PAY YOU A PENALTY OF N/A

7. **PARTIAL PREPAYMENTS** WILL NOT EXCUSE OR REDUCE ANY LATER SCHEDULED PAYMENT UNTIL THIS NOTE IS PAID IN FULL.

7. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 16.50% per annum

Interest will accrue upon the unpaid principal balance outstanding from time to time until paid in full. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

8. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

9. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

10. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorneys' fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

11. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) Acceleration: You can require me to immediately pay you the entire remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.


  
(Initial)

Green Tree Financial Corporation, 1997, 1999.

12. **NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

13. **ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

14. **MISCELLANEOUS PROVISIONS:** This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

15. **ARBITRATION:** All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. I agree that I shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration in this Agreement, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

16. **ADDITIONAL TERMS:**

**APPLICABLE LAW:** The interest rate and other charges associated with this transaction are authorized by sections 47.204, 47.59, and 53.04 of the Minnesota Statutes.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.**

**BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.**

X Jeremy J. Lamere  
Signature of Buyer JEREMY J. LAMERE

2/6/01  
Date

X \_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Date

47011383 30330395

MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
DRIVER & VEHICLE SERVICES DIVISION  
445 MINNESOTA ST., ST. PAUL, MN 55101  
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME

LAMERE JEREMY JOSEPH  
3 VALLEY GREEN PARK  
JORDAN MN 55342

First Class  
U.S. Postage  
PAID  
Permit No. 171  
St. Paul, MN

APR 02 2001

BY: .....

1ST SECURED PARTY

LIEN HOLDER

Year	98	SCHU	LA	W0870ND94
		Model		Title NR
VIN	R280148	Security Date	02/06/01	NO
				Rebail

RETAIN THIS DOCUMENT - See reverse  
Side of this form for removing this lien.

CONSECO FINANCE SERVICING CO  
4625 RIVER GREEN PKWY  
DULUTH GA 30096-2583

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EXHIBIT

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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

CHAPTER 7 CASE

Jeremy J. Lamere

CASE NO. 04-35108 DDO

Debtor.

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**UNSWORN DECLARATION FOR PROOF OF SERVICE**

Andrew Brueggeman of Stephenson & Sanford, PLC, attorneys licensed to practice law in this court, with office address at Suite 220, 1905 East Wayzata Boulevard, Wayzata, Minnesota, declares under penalty of perjury that on the 24th day of September, 2004, I served the annexed Notice of Hearing and Motion for Relief from Stay, Memorandum in Support of Motion for Relief from Automatic Stay, Affidavit of Tina Gaikowski and proposed Order to each person referenced below, a copy thereof by enclosing the same in an envelope with first class mail postage prepaid and depositing the same in the post office at Wayzata, Minnesota addressed to each of them as follows:

Jeremy J. Lamere  
677 Mill Street  
Excelsior, MN 55331

Mary Jo A. Jensen-Carter  
1339 County Rd. D  
Vadnais Heights, MN 55109

April M. Little  
Prescott & Pearson  
P.O. Box 120088  
New Brighton, MN 55112

U.S. Trustee  
1015 U.S. Courthouse  
300 South 4<sup>th</sup> Street  
Minneapolis, MN 55415

And I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 24th day of September, 2004.

/e/ Andrew Brueggeman

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA**

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In Re:

CHAPTER 7 CASE

Jeremy J. Lamere

CASE NO. 04-35108 DDO

Debtor.

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**ORDER**

The above entitled matter came on for hearing upon motion of Green Tree Loan Company f/k/a Conseco Finance Loan Company a/f/k/a Conseco Finance Servicing Corporation, pursuant to 11 U.S.C. Section 362 on October 13, 2004 at U.S. Bankruptcy Court, U.S. Courthouse, Rm 228A, 316 N. Robert St., St. Paul, MN 55101. Appearances were as noted in the record. Based upon the evidence adduced at said hearing, the arguments of counsel, and the Court being fully advised of the premises,

IT IS HEREBY ORDERED that Green Tree Loan Company f/k/a Conseco Finance Loan Company a/f/k/a Conseco Finance Servicing Corporation, its assignees and/or successors in interest, is granted relief from the stay of actions imposed by 11 U.S.C. 362 with regard to that certain Manufactured Home Retail Installment Contract and Security Agreement dated February 6, 2001, executed by Debtor, Jeremy J. Lamere, covering a 1998, Schult 16' x 76' manufactured Home, serial number R280148, including but not limited to stove, refrigerator, washer, dryer, air conditioner and dishwasher; and may proceed to foreclose said security interest in accordance with Minnesota law.

Notwithstanding Fed. R. Bankr. P. 4001 (a)(3), this order is effective immediately.

DATED: \_\_\_\_\_

BY THE COURT:

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The Honorable Dennis D. O'Brien  
United States Bankruptcy Court Judge